

RESOLUTION NO. 2014-8

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAVNE, FLORIDA (“VILLAGE”), PROVIDING FOR RATIFICATION OF THE 2013-2016 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE AND THE KEY BISCAVNE PROFESSIONAL FIREFIGHTER’S ASSOCIATION, LOCAL 3638, FOR THE BARGAINING UNIT CONSISTING OF FIREFIGHTER/PARAMEDICS, DRIVER ENGINEERS AND FIRE LIEUTENANTS; AUTHORIZING THE VILLAGE MANAGER TO SIGN THE COLLECTIVE BARGAINING AGREEMENT ON BEHALF OF THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE COLLECTIVE BARGAINING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (“Village”) desires to ratify the 2013-2016 Collective Bargaining Agreement (“Agreement”) between the Village and Key Biscayne Professional Firefighter’s Association, Local 3638 (“Firefighter’s Union”), for the bargaining unit consisting of firefighter/paramedics, driver engineers and fire lieutenants (a copy of the Agreement is attached hereto as Exhibit “A”); and

WHEREAS, the Village Council finds that ratification of the Agreement is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAVNE, FLORIDA, AS FOLLOWS:

Section 1. The foregoing whereas clauses are true and correct and are incorporated herein by this reference.

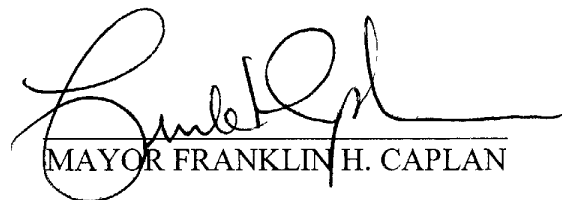
Section 2. Ratification of the Agreement between the Village and the Firefighter’s Union, in substantially the form attached hereto as Exhibit “A,” is hereby authorized and approved.

Section 3. The Village Manager is hereby authorized to execute the Agreement on behalf of the Village.

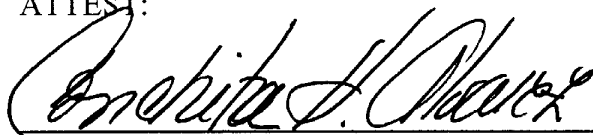
Section 4. The Village Manager is authorized to take all actions necessary to implement the Agreement and the purpose of this Resolution.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 11th day of March, 2014.


MAYOR FRANKLIN H. CAPLAN

ATTEST:


CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


VILLAGE ATTORNEY



AGREEMENT
BETWEEN
VILLAGE OF KEY BISCAYNE
AND
KEY BISCAYNE
PROFESSIONAL FIREFIGHTERS ASSOCIATION
LOCAL 3638
OCTOBER 1, 2013 – SEPTEMBER 30, 2016

Agreement Between Key Biscayne & Professional Firefighters
Association, Local 3638
2013-2016

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ARTICLE 1

RECOGNITION CLAUSE

1.1 The Village of Key Biscayne (hereinafter “Village and/or “Key Biscayne”) hereby recognizes the Key Biscayne Professional Firefighter’s Association, Local 3638 (hereinafter, “Local 3638” or the “Union”), as the sole and exclusive bargaining agent as to wages, hours and other terms and conditions of employment for the following bargaining units as certified by the State of Florida Public Employees Relations Commission (PERC):

a. Certification No. 1491, and Order No. 04E-200:

Included: Firefighters / Paramedics, Driver Engineers and Fire Lieutenants.

Excluded: All other employees of the Village, including the Fire Chief, Deputy Fire Chiefs and Fire Captains.

b. Certification No. 1524, and Order No. 04E-317:

Included: Fire Captains.

Excluded: All other employees of the Village, including the Fire Chief, Deputy Fire Chiefs, Fire Lieutenants, Driver Engineers and Firefighters / Paramedics.

1.2 Any changes in the bargaining units set forth above shall only be made upon proper application to PERC and/or an appropriate court of competent jurisdiction.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.1 It is understood and agreed that the Village possesses the sole right to operate the Fire Department and that all management rights as specified in section 447.209 of the Florida Statutes are expressly reserved to the Village, but that such rights must be exercised consistent with the provisions of this Agreement. These rights include, but are not limited to, the following: discipline or discharge for just cause; direction and supervision of all personnel; the hiring, the assignment or transfer of employees; determination of the mission and objectives of the Fire Department; determination of the methods, means, and number of personnel needed to carry out the Fire Department's missions and objectives; introduction of new or improved methods or facilities; and scheduling of operation and shifts.

ARTICLE 3

NO STRIKES AND LOCKOUTS

- 3.1 Local 3638, agrees that the Union will not engage in a “Strike” against the Village as defined in section 447.203(6) of the Florida Statutes. “Strike” means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with the Village for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the Village; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage. The term “Strike” shall also mean any overt preparation, including, but not limited to, the establishment of strike funds with regard to the above-listed activities.
- 3.2 No public employee or employee organization may participate in a strike against a public employer by instigating or supporting, in any manner, a Strike. Any violations of this section shall subject the violator to the penalties provided in Chapter 447 of the Florida Statutes. The Village agrees that it will not “lockout” the employees from the workplace. Any violations of this Article will allow either party to seek injunctive relief from the appropriate court.

ARTICLE 4

NON-DISCRIMINATION CLAUSE

- 4.1 It is the policy of the Village that all employees have the right to work in an environment free of discrimination and any form of harassment based on race, color, religion, ancestry, pregnancy, national origin, age, disability, marital status, familial status, sexual orientation, union activity, union affiliation, or union membership.
- 4.2 All references in this Agreement to employees are gender neutral.
- 4.3 An employee aggrieved by a violation of this Article may use the grievance and arbitration provisions of this Agreement. Should the employee elect to process such complaint through another agency, the grievance process shall not be available.

ARTICLE 5

UNION REPRESENTATIVES

Rank and File

- 5.1 A list of Union representatives will be disclosed to the Fire Chief in writing annually and at any time a change in Union representatives occurs. This list shall include any representatives of the Union who are not employees of the Village.
- 5.2 The Union will designate two (2) members as the Union representatives on each shift, who are employees of the Village and who will act in the capacity of designated Union representatives. The Union shall be permitted to designate two (2) additional representatives, who are not employees of the Village as additional Union representatives which shall not include legal counsel.
- 5.3 Representatives of the Union may be allowed to meet with individual employees on Village property during working hours to carry out normal business of the Union, if the Fire Chief has prior knowledge of such activity and such visitation does not interfere with efficient operations of the Department.
- 5.4 Nothing contained in this Agreement, nor any policies or procedures of the Village, shall be construed to limit or abridge the rights of the Union representatives or bargaining unit members to engage in lawful concerted activity, or exercise free speech rights under Chapter 447, Florida Statutes, or under the 1st Amendment of the Constitution.

Fire Captains

- 5.5 The Captains designated their Local Union President and Vice President, and/or their designees, to act as their Union representatives during the life of this Agreement. As Union representatives, they may be allowed to meet with individual Captains on Village property during working hours to carry out normal business of the Union, if the Fire Chief has prior knowledge of such activity and such visitation does not interfere with efficient operations of the Department.

ARTICLE 6

UNION BUSINESS

- 6.1 The Union is hereby authorized to establish a time pool bank utilizing voluntary time contributions from its members subject to the provisions of this Article.
- 6.2 For each bargaining unit member, who is authorized to use time from the time pool, the Union Executive Board shall fill out the appropriate form as provided by the Village. This form shall be processed through channels of the bargaining unit member who is to use the pool time.
- 6.3 Bargaining unit members shall be released from duty on pool time only if the needs of the service permit, but such release shall not be unreasonably denied. If because of the needs of the service, a bargaining unit member cannot be released at the time desired, the Union may request an alternate bargaining unit member be released from duty during the desired time.
- 6.4 **Rank and File.** The four (4) members of the Union negotiating team shall be allowed to participate in labor contract negotiation sessions while on duty with no loss of pay or emoluments, so long as the level of service remains intact. Any changes to either negotiating team shall be done in writing.
- 6.5 **Fire Captains.** The three (3) Fire Captains shall be allowed to participate in labor contract negotiation sessions while on duty with no loss of pay or emoluments, so long as the level of service remains intact. Any changes to either negotiating team shall be done in writing.

6.6 If the needs of the service permit, union representatives will be allowed a reasonable period of leave without a loss in pay to conduct the representation of bargaining unit members, including attendance at Village Council meetings, but such release shall not be unreasonably denied. If because of the needs of the service, a Union representative cannot be released at the time desired, the Union may request an alternate representative be released from duty during the desired time.

ARTICLE 7

DUES DEDUCTION

- 7.1 Effective immediately upon receipt of a written authorization form from an employee, the Village agrees, at no cost to the employee or Union, to deduct regular union dues of such employee from his paycheck and remit such deductions to the duly elected Treasurer of the Union within ten (10) working days from the date of the deduction. The Union will notify the Village in writing prior to any change in the regular union dues structure.
- 7.2 An employee may, at any time, on forms provided by the Union, revoke his union dues and deduction and shall submit such revocation form to the Village with a copy of such revocation form to the Union. The Village shall only stop union dues deductions on the first pay period in each calendar month.

ARTICLE 8

INITIAL PROBATIONARY PERIOD

- 8.1 Probation, for the purpose of performance evaluations and wages, shall be eighteen (18) months from the date of hire. A probationary employee may be discharged for any reason during his/her probationary period. At the discretion of the Fire Chief, an employee's initial probationary period may be reduced to twelve (12) months.
- 8.2 Accumulation of sick time will be cumulative from the first day of employment and the employee may use these days with the submission of a valid doctor's certification, provided that the employee submits such certification prior to returning to duty.
- 8.3 Vacation days will be accumulated from the date of employment; however, the probationary employee may not use vacation leave until he/she has completed a minimum of one (1) year of service, or in the event of an extraordinary circumstance, the Fire Chief may, at his discretion, allow up to forty eight (48) hours vacation leave.
- 8.4 Probationary employees shall have no right to utilize the grievance procedure set forth in Article 10 of this Agreement.

ARTICLE 9

DISCIPLINARY PROCEDURES

- 9.1 Non-probationary employees will only be disciplined or discharged for just cause in a progressive manner, except in cases of gross misconduct which may result in immediate discharge. In each case a written statement indicating the preferred charges and the reasons for such action shall be presented to the employee being disciplined.
- 9.2 Disciplinary actions taken will be fair and consistent with other such actions taken by the Department under similar circumstances, utilizing the Rules and Regulations of the Fire Department.
- 9.3 Disciplinary actions involving terminations of employment, demotions and unpaid suspensions of more than 24 hours are subject to binding arbitration if the grievance is not resolved at Step 3 of the grievance procedure contained in Article 10. All other disciplinary actions, including written reprimands, paid suspensions and unpaid suspensions of 24 hours or less, are only grievable through Step 3 of the grievance procedure contained in Article 10 and are not subject to binding arbitration.
- 9.4 During the term of this Agreement, all complaints, reprimands, or other records of disciplinary action against each employee which are reduced to writing and placed in the employee's personnel file, shall be duplicated and a copy sent to the employee. The employee shall have the right to enter a response to the disciplinary action into their personnel file. Failure to conform to the provisions of this article shall render the discipline/discharge null and void.

- 9.5 In disciplinary cases involving the possibility of a discharge, suspension or reduction in rank, a pre-determination meeting before the Village Manager shall be held to review the charges prior to the imposition of such discipline or discharge. At least 5 (five) days prior to the date of the meeting, the employee and the Union shall be notified in writing of the charges, time, date and place of the meeting. The employee shall have the right to be accompanied and represented by a Union representative and/or legal counsel.
- 9.6 The Village agrees that it will not rely on, refer to, or introduce during an arbitration hearing, any disciplinary action in the Employee's file that occurred more than three (3) years prior to the date on which the incident occurred that gives rise to the Village's current disciplinary decision.

ARTICLE 10

GRIEVANCE PROCEDURE

10.1 An employee may file a grievance to address a complaint or alleged wrong as directly related to the labor agreement between the parties.

10.2 **Grievance Procedure**

Step 1: The grievant shall within ten (10) calendar days of the incident, discuss and explain his/her complaint or grievance orally with his/her immediate supervisor, who may call higher level supervision into the discussion in an effort to achieve a prompt satisfactory adjustment. The immediate supervisor will make a decision and notify the grievant within ten (10) calendar days after the discussion with the employee.

The supervisor will immediately make his/her immediate supervisor aware of the grievance. In cases where the grievance involves the immediate supervisor, the grievant shall instead call on his/her supervisor's immediate supervisor.

Step 2: If the grievant feels the matter has not been settled or adjusted to his/her satisfaction by the immediate supervisor, he/she may submit the matter in writing to the Fire Chief or his designee, following Step 2 instructions, within ten (10) calendar days of receiving a response from **Step 1**. The written grievance must contain the specific information being grieved:

- A statement of the dissatisfaction, complaint, or alleged wrong and the specific facts upon which it is based.
- The allegation of the specific complaint, and the harm done or that will be done

because of such action.

- A statement of the adjustment or remedy being sought.

The Fire Chief or his designee will schedule a meeting with the employee within ten (10) calendar days after receiving the grievance. If the matter is not resolved at this meeting, the Fire Chief or his designee shall give his written answer within ten (10) calendar days after the scheduled meeting. The meeting will be limited to the individual employee, a union representative, and the Fire Chief or his designee.

Step 3: If the grievance is not resolved to the employee's satisfaction by the decision of the Fire Chief or his designee, he/she may appeal in writing to the Village Manager or his/her designee within ten (10) calendar days. The Village Manager shall schedule a meeting with the grievant and others, within ten (10) calendar days and render his/her decision in writing within ten (10) calendar days thereafter.

Step 4: If the grievance is not resolved to the employee's satisfaction by the Village Manager, he/she may request a review by an impartial arbitrator no later than twenty-one (21) calendar days after the response is due in Step 3 of the Grievance Procedure. Disciplinary actions involving terminations of employment, demotions and unpaid suspensions of more than 24 hours are the only disciplinary actions subject to binding arbitration if the grievance is not resolved at Step 3. All other disciplinary actions, including written reprimands, paid suspensions and unpaid suspensions of 24 hours or less, are only grievable through Step 3 and are not subject to binding arbitration. The involved parties will attempt to mutually agree upon an independent arbitrator. If the

parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested by the Union for a panel of seven (7) arbitrators to be submitted for the selection of a single arbitrator by the parties. The selection process should take no more than fifteen (15) calendar days after the list is received by both parties. The selection of an arbitrator off the list shall be done by the “striking” method with the parties agreeing amongst themselves who will strike first. After this is done, the arbitrator shall confine his/her decision to the particular matter thus specified and will have no jurisdiction beyond that. When the parties are unable to agree, the arbitrator shall decide the issue or issues to be arbitrated. Each party shall bear the expense of its own witnesses, representatives and transcripts. The parties shall bear equally the expense of the impartial arbitrator.

Copies of the award of the arbitration shall be furnished to both parties within thirty (30) calendar days of the hearing insofar as is practicable and shall be final and binding on both parties. Failure on the part of the Immediate Supervisor, Fire Chief, or Village Manager, to answer within the time limit provided in any step will enable the grievant to advance the grievance to the next step.

ARTICLE 11

SENIORITY

- 11.1 Seniority shall be defined as the length of employment within the Fire Department. Departmental seniority shall accrue as of the first day of employment or transfer into the Fire Department. The Village agrees to continue recognizing dual employment seniority (i.e. prior Village employment in a different capacity than that of any bargaining unit position as listed in Article 1) within the Village for purposes of longevity pay only.
- 11.2 Fire Department seniority shall accumulate during absences because of illness, injury, vacation or other authorized leave.
- 11.3 Fire Department seniority shall be broken when an employee voluntarily terminates, is discharged for cause or is the recipient of disciplinary action resulting in a no-pay status for a period of longer than twenty-four (24) hours.
- 11.4 The Village shall post a Fire Department seniority list (the "Seniority List") in the Fire Station during the month of August of each year. If any employee believes that the seniority date listed on the Seniority List is not accurate, he/she may file a request in writing with the Fire Chief and/or his/her designee within fifteen (15) calendar days of the posting of the Seniority List to have his/her seniority date reviewed. Such requests shall be reviewed within fifteen (15) calendar days and if the employee's seniority date is revised a new Seniority List shall be posted, which shall be the Seniority List used during that fiscal year. If no requests to review the Seniority List are made within the time period provided herein, the Seniority List shall be the list used during that fiscal year.

11.5 All “R” days will be chosen in the following order: 1st Captain by time in grade, 2nd Lieutenant, by time in grade, all other shift personnel by date of hire seniority.

11.6 Vacation days will be chosen in the following order: 1st Captain by time in grade, 2nd Lieutenant by time in grade, 3rd Driver Engineers by their D.E. list seniority, and all other shift personnel by date of hire seniority.

11.7 **Bid Process**

The filling of openings within Key Biscayne Fire Rescue shall be accomplished using qualifications and seniority as outlined within this agreement. If positions are not specifically covered by this agreement, or if new positions are created, the parties will meet to establish the bidding procedure and qualifications.

11.7.1 **Eligibility to Bid**

Firefighters, Driver Engineers, Lieutenants and Captains shall have the right to bid for open positions.

11.7.2 **Seniority**

Seniority used in bidding for open positions shall be determined as specified:

- (a) Captains – time in grade
- (b) Lieutenants – time in grade
- (c) Driver Engineer – ranking according to D.E. seniority list
- (d) Firefighters – hire date seniority

11.7.3 **Openings**

- (a) The Deputy Chief will notify the bargaining unit within fifteen (15) calendar days when there is any vacancy to be filled based on the table of organization.
- (b) All vacant bargaining unit positions to be filled shall be advertised by Official Memo within fifteen (15) calendar days of the vacancy.
- (c) Members shall be given seven (7) calendar days from the date of the official memo to bid for a vacant advertised assignment. Bids may be submitted via E-Mail or Inter-Office memorandum to the Deputy Chief.
- (d) The person who bids the vacant position with the highest seniority in that classification shall be awarded the bid. If no one requests to fill the vacancy, that vacancy is filled through the promotion process or new hire procedure.
- (e) The position becomes officially vacated when the person holding that position:
 - Retires
 - Bids off that position and or shift
 - Promotion
 - Termination
- (f) The Village retains the right to move personnel according to reverse seniority up to a maximum of 6 months for the sole purpose of rotation of probationary personnel.

11.8 For the purposes of promotional exams, Seniority points of .5 or ½ will be added to all final scores for each full year of employee service after five years, .5 points per year up to

5 points. For example:

- 6 years of completed service equals 0.5 seniority points.
- 7 years of completed service equals 1 seniority point.
- 15 years of completed service equals 5 seniority points.

ARTICLE 12

HOLIDAYS

12.1 Effective upon the ratification date of this Agreement, all employees, including probationary employees, shall enjoy the following eleven (11) set holidays per year:

- New Year's Day (January 1st) (for 40-hour employees) / New Year's Eve (December 31st) (for shift employees)
- Martin Luther King's Birthday (Third Monday of January)
- President's Day (Third Monday of February)
- Memorial Day (Last Monday of May)
- Independence Day (July 4th)
- Labor Day (First Monday of September)
- Columbus Day (Whenever designated)
- Veteran's Day (November 11th)
- Thanksgiving Day (Whenever designated)
- The Friday Following Thanksgiving
- Christmas Day (December 25th)

12.2 Holidays occurring on a Saturday shall be observed on the previous Friday. Holidays occurring on a Sunday shall be observed on the following Monday.

12.3 Effective upon the ratification date of this Agreement, employees (whether they are on or off-duty on an observed holiday) shall no longer receive eight (8) hours of pay for an observed holiday.

12.4 It is agreed and understood that employees shall receive premium pay for work performed on an observed holiday, which shall be calculated as one-half of the actual time worked on the holiday. For example, a shift employee who works an eight (8) hour shift on which the holiday occurs shall receive four (4) additional hours as premium pay and a shift employee who works a sixteen (16) hour shift on which the holiday occurs shall receive eight (8) additional hours as premium pay.

ARTICLE 13

SICK LEAVE

- 13.1 Sick leave is earned from the date of employment as a full-time employee.
- 13.2 Sick leave shall not be granted in advance of the leave entitlement actually being accrued.
- 13.3 Sick leave is to be only utilized for valid personal illness or medical treatments, unless otherwise specified herein.
- 13.4 Each full-time employee assigned to work a forty (40) hour work week shall accrue ten (10) hours of sick leave for each month worked.
- 13.5 Effective upon the ratification date of this Agreement, each full-time employee assigned to work forty-eight (48) hour work weeks shall accrue twelve (12) hours of sick leave for each month worked.
- 13.6 In order to be granted sick leave with pay, an employee must meet the following conditions:
- (a) In the event the employee is seeking to utilize sick leave they shall notify the on-duty shift commander.
 - (b) In the event an employee is aware in advance that sick leave usage is needed, it shall be the duty of the employee to notify, in writing, the Chief of the Fire Department or his designee as far in advance as is practicable of the anticipated time and duration of the anticipated sick leave usage, the reason for requesting

such sick leave and medical certification that the employee will be unable to perform his/her normal work function. Employees will be required to begin using sick leave on the date after which their doctor certifies that they are medically unable to perform their normal duties. An employee on sick leave is required to notify the Chief of the Fire Department or his/her designee at the earliest possible time of the anticipated length of absence and of the day he/she is able to resume his/her normal duties.

- (c) Permit such medical examination, official visit or inquiry which the Village of Key Biscayne Fire Department deems desirable.
- (d) File a written request for such sick leave usage on the form and in the manner prescribed and if the sick leave usage was unforeseen, immediately upon his/her return to work.
- (e) Fire Department employees who are absent for more than two (2) shifts, with the exclusion of contiguous vacation and/or "R" days, will be required, when requested by the Fire Chief or his designated representative, to submit a medical certificate, signed by a physician stating the kind and nature of the sickness or injury, that the employee has been incapacitated for work for the period of absence and that he is again physically able to perform his duties.
- (f) Evidence of abuse of sick leave shall constitute grounds for disciplinary action, up to and including dismissal, as recommended by the Chief of the Fire Department.

13.7 Effective upon the ratification date of this Agreement, there will no longer be a cap on sick leave accruals and sick leave accruals over 480 hours will no longer be paid into an employee's Retiree Health Savings Plan nor will they be paid out (i.e., cashed out) while

an employee remains employed by the Village.

- 13.8 Upon separation of employment from the Village,, an employee shall receive 10% of his/her accrued sick leave per year of service up to a maximum of one hundred percent (100%) of his/her accrued sick leave up to 480 hours at the employee's average hourly base rate of pay during his/her employment with the Village. For example, if the employee has 5 years of service when he/she separates from service and has 700 hours of accrued sick leave, he/she shall receive payment for 240 hours (50% X 480 hours).

ARTICLE 14

VACATION LEAVE

- 14.1 Effective upon the ratification date of this Agreement, each full-time Village of Key Biscayne Fire Department employee will accumulate annual vacation leave at the following hourly rates, based upon their individual years of service to the Village:
- (a) Between zero (0) and four (4) years of employment – 96 hours;
 - (b) After four (4) years of employment – 144 hours;
 - (c) After eight (8) years of employment – 192 hours.
- 14.2 Vacation leave will be calculated and accrued from the date of established full-time employment with the Village of Key Biscayne Fire Department.
- 14.3 Vacation leave shall be scheduled and charged to the employee for actual time away from work and may be charged in hourly increments.
- 14.4 Vacation leave may be used to supplement sick leave due to sickness or injury only after the sick leave has been fully exhausted and approval is sought and granted by the Chief of the Fire Department.
- 14.5 The Fire Chief or his designee will arrange vacation leave schedules based upon seniority in rank and reallocate remaining duties on such a basis as to cause minimum interference with the normal functions and operations of the Fire Department.
- 14.6 Vacation leave may be taken only after approval by the Fire Chief or his designated representative. Fire Department employees shall be encouraged to take at least four (4) tours of duty of vacation leave per calendar year. Requests for vacation leave shall be

submitted to the Office of the Fire Chief in writing through the appropriate supervisory chain of command.

- 14.7 Vacation leave may be used only as earned and vacation leave, with pay, shall not be allowed in advance of being earned.

ARTICLE 15

LEAVES OF ABSENCE

15.1 **Personal Days.** Effective upon the ratification date of this Agreement, employees shall no longer be provided with any personal days.

15.2 **Annual Birthday Leave Day.** Each employee is entitled to one (1) birthday leave day per calendar year. This birthday leave day equates to twelve (12) hours or one-half of one (1) shift for employees assigned a forty-eight (48) hour workweek or one (1) work day for those employees on a forty (40) hour workweek. This annual birthday leave day cannot be carried over from year to year and is not to be paid upon separation from employment.

15.3 **Compensatory Leave.**

15.3.1 The decision to accept compensatory time in lieu of earned overtime pay will be requested by the employee with the approval of the Fire Chief not to exceed a maximum of two hundred and forty (240) hours of accrued compensatory time as established by the Village Manager.

15.3.2 The Village reserves the rights, under the Fair Labor Standards Act to insist upon cash compensation for overtime worked and not offer the choice of compensatory time to its employees. However, it is understood the Village may not insist that an employee take compensatory time off in lieu of paid overtime.

15.3.3 Compensatory time accumulations in lieu of overtime payments must be in the form of a written agreement between the requesting employees and the Fire Chief or his designated representative. The written agreement must be reached

prior to the performance of the actual overtime hours worked.

15.3.4 Compensatory time will be paid out upon the employee's separation from employment at the rate of pay at the time of separation. However, the Village in its sole discretion may pay out any and all accrued compensatory time to the employees prior to the end of each fiscal year at the employees' rate of pay at that time.

15.4 **Family and Medical Leave Act of 1993.** The Village of Key Biscayne fully adopts the Family Medical Leave Act of 1993 in its entirety for all Fire Department personnel.

15.5 **Jury Duty.**

15.5.1 Any employee covered by this contract, who is legally summoned to serve on a jury, shall be granted time off without loss of straight time pay for reporting to jury duty upon presentation to their supervisor of satisfactory evidence relating to jury duty. Fees paid by the court shall be turned over to the Village excluding meals, parking and transportation costs. Upon receipt of a check from the court, an employee shall endorse the check to the Village and deliver the check to the Village's Finance Department.

15.5.2 When excused and/or released from such jury service, the employee shall report for his regular employment. If the employee is selected to be involved as a juror in a lengthy trial which exceeds a two (2) week period, he/she shall so notify his/her immediate supervisor so proper coverage can be arranged.

15.6 **Bereavement Leave.**

15.6.1 Employees who experience a death of any of the following family members are entitled to have up to two (2) shifts (for shift employees) and up to five (5) days (for 40-hour employees) of paid Bereavement Leave:

- Spouse or registered domestic partner
- Children
- Parents
- Siblings
- Grandparents
- Grandchildren

15.6.2 Employees who experience a death of any of the following family members are entitled to have up to one (1) shift (for shift employees) and two (2) days (for 40-hour employees) of paid Bereavement Leave:

- Mother-in-law
- Father-in-law
- Siblings of the employee's spouse

15.6.3 Leave to attend a funeral upon the death of someone other than an above-listed family member must be approved by the Fire Chief or his/her designee. Absence for such a death is limited to one (1) shift (for shift employees) and two (2) days (for 40-hour employees) and will be charged to leave, as applicable; otherwise, if such leave is not available, the time off will be unpaid.

15.6.4 Unpaid bereavement leave extensions may only be granted by the Fire Chief or his/her designated representative under special circumstances. Proof of death may be requested in order for bereavement leave eligibility to become effectuated.

15.7 **Military Leave.**

15.7.1 All leaves of absences for military services shall be in accordance with all state and federal laws, including, but not limited to, Chapter 115, Florida Statutes, and the Uniformed Services Employment and Reemployment Rights Act.

15.8 **Leave of Absence without Pay.**

15.8.1 A regular Fire Department employee may be granted leave of absence without pay for sickness, disability or other good and sufficient reasons which are considered to be in the best interest of the Village and the employee.

15.8.2 The Fire Chief or his designated representative may authorize up to thirty (30) calendar days leave without pay to an employee.

15.8.3 The Village Manager may authorize additional leave without pay for up to one (1) year.

15.8.4 Fire Department employees on leave without pay may not work for another employer during their leave unless such employment is part of the purpose of the leave. For example, internships as part of an education program. The determination of appropriate employment while on leave without pay shall rest solely with the Village Manager.

15.8.5 In the case of a request for an unpaid leave of absence due to a prolonged illness or disability due to injury, such request must be accompanied by a physician's certificate identifying the illness or injury, explaining why the leave is needed, estimating how long the illness or disability due to injury will continue and will follow the regulation dealing with Family and Medical Leave provisions.

15.8.6 A Fire Department employee on an unpaid leave of absence shall, if he/she so desires, be permitted to make his own and the Village's regular contributions to the insurance benefits.

15.9 **Sell Back of Accrued Leave**. Effective upon the ratification date of this Agreement, bargaining unit employees will be allowed to sell the Village accrued vacation and/or comp leave time as set forth below:

15.9.1 Bargaining unit employees must submit a written request to sell back his/her vacation and/or comp leave time not later than May 1 of each year and will be paid out in accordance with such written request in the first full pay period of the following October. However, the Village Manager may, in his sole discretion, allow employees to sell back accrued vacation and/or comp leave time at other times during the year where the bargaining unit employee demonstrates financial hardship.

ARTICLE 16

INTEGRITY OF THE FIRE DEPARTMENT

- 16.1 Should the Village decide to contract out, transfer, merge or consolidate the services presently performed by the Fire Department, all rights and benefits guaranteed under this contract for bargaining personnel shall be continued for the term of this Agreement.
- 16.2 Should the Village decide to contract out, transfer, merge or consolidate such services, the Village shall notify the Union in writing at least forty-five (45) days before the Village's decision becomes final. Within twenty (20) days from the receipt of the Village's notice, the Union may seek to bargain the impact of the Village's decision to contract out, transfer, merge or consolidate such services by making a written demand upon the Village. Should the Union demand impact bargaining, the parties shall within fifteen (15) days from the Village's receipt of the Union's demand, commence good faith impact bargaining. For purposes of this Article, impact bargaining shall include alternatives to the Village's proposed contracting out, transferring, merging or consolidating of services.

ARTICLE 17

SEVERABILITY

- 17.1 Should any final decision of any Court of competent jurisdiction or administrative agency or any federal, state or local legislation affect any practice or provision of this Agreement, only the practices or provisions so affected shall become null and void, otherwise all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE 18

ON THE JOB INJURY

18.1 All cases of injury occurring on the job shall be filed for action under the provisions of the Workers' Compensation Law. Full-time employees with the Village of Key Biscayne Fire Department shall be entitled to receive their regular salary from the first day of injury. The Village pays the difference between the Workers' Compensation check and his/her regular salary. This shall apply to the first thirty (30) consecutive calendar days an employee is off duty due to an injury compensable under workers' compensation. Thereafter, the employee may continue to receive full pay by utilizing accrued sick leave, annual leave, or other paid leaves to supplement the wage benefits he/she receives under worker's compensation. The Fire Chief or Village Manager may, in his/her sole discretion, extend the initial period hereunder in additional thirty (30) day increments. The Village is eligible to have an independent medical evaluation done on the injured employee at its own expense. The injured employee must comply with any such management request for an independent medical evaluation. Nothing in this Article shall preclude an employee from having his/her own medical evaluation done at his/her own expense.

18.2 In determining on-the-job injury, the Village and the Union agree to all provisions of Section 112.18 and 112.181 of the Florida Statutes in effect at the time of the signing of this Agreement. Compensated time off will continue to accrue during the period of disability due to on-the-job injury. Any condition or impairment of health caused by Acquired Immune Deficiency Syndrome (AIDS) shall be presumed to have been accidental.

18.3 The Village may dismiss for just cause any employee found to be fraudulently claiming workers' compensation benefits under the applicable state laws.

ARTICLE 19

HOURS OF WORK

19.1 Shift Employees

- a. It is agreed to and acknowledged by the parties that shift employees are 207(k) exempt employees for the purpose of the Fair Labor Standards Act.
- b. The work period for shift employees is twenty one (21) calendar days. This should not be confused with an employee's payroll period or tour of duty as set forth below.
- c. Shift employees work 24-hour workdays followed by 48 hours off. The beginning and ending hours for each shift shall be 0730 to 0730. A day off, known as an "R" day, shall be granted once every seven (7) scheduled tours, provided that the employee has not changed shifts or his/her "R" day. This schedule will result in a shift employee working 144 scheduled hours in every twenty one (21) day work period. Any changes in this schedule shall be subject to negotiations between the parties.
- d. The payroll period shall consist of six (6) weeks with three (3) bi-weekly draws encompassing two (2) work periods of twenty one (21) days each. When a shift employee works his/her normal schedule (144 hours in 21 days), he/she will receive a draw of 96 hours pay in each bi-weekly pay period. Accordingly, shift employees who work their normal schedules will be paid for a total of 288 hours of work in each six (6) week pay period.
- e. An employee may be assigned to work other than the 24/48-hour shift when mutually agreed upon by the Department Head and employee.
- f. Hours of work shall not exceed sixty (60) continuous hours, including the

employee's regular shift.

- g. There shall be a minimum of twelve (12) hours recovery time between shifts before reporting back to work. Exceptions to this may be made by either the Fire Chief or his designated representative.

19.2 Non-Shift Employees

- a. The work period for non-shift employees is seven (7) days.
- b. Non-shift employees work four (4) ten (10) hour days or five (5) eight (8) hour days per work period. Any changes in the work schedule of non-shift employees will be at the discretion of the Fire Chief or his designated representative.
- c. The payroll period consists of bi-weekly draws, encompassing two (2) work periods of seven days each. When a non-shift employee works his/her normal work schedule he/she will be paid for a total of 80 hours in a two week period.

ARTICLE 20

SHIFT EXCHANGE

20.1 Employees shall have the right to exchange shifts only under the following circumstances:

- (a) Employees may exchange time but in no event will an exchange of time result in the employee working in excess of sixty (60) hours.
- (b) Trading of time may be done voluntarily by the employees.
- (c) The Village will not incur any overtime obligations as a result of a voluntary shift change; and
- (d) The Village will incur no liability for purposes of administering these voluntary shift exchanges.

ARTICLE 21

PERSONNEL ALLOCATION

21.1 The Village agrees to provide minimum safe staffing for firefighting apparatus in active service. Each apparatus as defined below will be staffed with a minimum of one officer. In order to provide a minimum level of safety to personnel in the bargaining unit, apparatus in service shall be staffed with no less than:

- (a) Four (4) persons per aerial unit;
- (b) Four (4) persons per quint unit;
- (c) Four (4) persons per pumper unit;
- (d) Three (3) persons per rescue unit; and
- (e) Two (2) persons per squad unit*

* Two persons per squad truck may only be used for third EMS calls or third non-suppression calls.

21.2 The Department shall maintain a minimum of eleven (11) uniformed personnel assigned per shift. Upon the ratification date of this Agreement, this section (21.2) shall no longer be applicable and the parties agree that the Village has the management right to determine the minimum level of personnel assigned to each shift.

21.3 There shall be either a Fire Captain or Acting Fire Captain on duty at all times during the life of this Agreement.

ARTICLE 22

HEALTH AND LIFE INSURANCE COVERAGE

22.1 Medical Insurance Coverage – Effective upon the first full complete month following ratification of this Agreement, the Village shall pay the following amounts towards the cost of employee health insurance:

- Employee-only coverage: For an employee who selects employee-only coverage, the Village shall contribute up to \$500.00 a month for the cost of such coverage. If the monthly premium for employee-only coverage exceeds \$500.00, the balance shall be deducted on a pro rata basis from the employee's pay checks.
- Dependent coverage: For an employee who selects any type of dependent coverage (children, spouse, family, etc.), the Village shall contribute 50% of the difference in total cost between the individual premium and the premium selected by the employee for such coverage. For example, if the monthly premium cost for individual coverage is \$600.00 and the monthly premium cost of family coverage is \$1,000.00, an employee selecting family coverage will be required to contribute 50% of \$400.00 (\$200.00) plus the \$100.00 the employee pays for individual coverage for a monthly total of \$300.00. This contribution will be deducted on a pro rata basis from the employee's pay checks.

22.2 Bargaining unit members who participate in the Village's health insurance plans shall be subject to all of the deductibles, co-payments and other terms and conditions of those plans. The parties acknowledge that the Village has been reimbursing bargaining unit employees who were enrolled in the Village's health insurance coverage with AvMed Health Plans for the period May 1, 2011 through April 30, 2012 for any out of pocket

costs they incurred for in-network services after April 30, 2012 that they would not have incurred had the Village's AvMed Health Plan coverage continued beyond April 30, 2012. Effective upon ratification of this Agreement, this reimbursement will be discontinued and the bargaining unit employees will be solely responsible for all of their respective out of pocket costs associated with health insurance usage.

- 22.3 Nothing in this Agreement shall prohibit the Village, at its sole discretion, from changing medical and/or life insurance carriers, the types of health and/or life insurance plans offered, the level of benefits offered by such plans and/or any other condition relating to such coverage.
- 22.4 Life Insurance Coverage – Each employee is entitled to have life insurance coverage paid for by the Village in the amount equal to two (2) times the employee's annual salary.
- 22.5 Employees may purchase supplemental insurance coverage beyond that which is provided by the Village, at their own expense. Examples of such supplemental insurance are life, dental, optical and cafeteria type insurance plans.

ARTICLE 23

VACANCIES AND PROMOTIONS

- 23.1 When a classified permanent promotional vacancy occurs in any position, it shall be filled within a reasonable period of time after the official severance of the vacating Fire Department member.
- 23.2 All vacancies for Rank and File members shall be filled utilizing a Rule of Two from the promotional register in effect at the time the vacancy occurs. If a promotional register is not in effect, vacancies will be filled from the next promotional register.
- 23.3 All vacancies for Fire Captains shall be filled utilizing a Rule of Two from the promotional register in effect at the time the vacancy occurs. If a promotional register is not in effect, vacancies will be filled from the next promotional register.
- 23.4 Effective upon the ratification date of this Agreement, the effective date of a promotion shall be the date the employee is promoted and the promoted employee shall begin to receive his/her new promoted rate of pay on the actual date of his/her promotion.
- 23.5 This provision shall not apply when a freeze is declared by the Village Council or the position is abolished. Once a freeze is lifted, vacancies shall be filled as outlined above.
- 23.6 The Fire Department Book Review Committee will be made up of a minimum of three certified firefighters chosen by the Fire Chief, with at least one being a Union representative. The Book Review Committee shall meet and discuss the books, materials,

scoring procedures, weights of books, etc. to be used in the promotional examination. Testing, both written and behavioral assessments shall be based upon written materials (e.g. books, SOG's, etc.) identified to the test candidates.

23.7 All promotional registers shall remain in effect for a period of two (2) years from the date the register becomes effective, unless the register is exhausted.

23.8 In the event of a tie on the promotional register, the tie will be broken first by rank seniority and then by Departmental seniority.

23.9 The study materials adopted by the Fire Department Book Review Committee will be posted no less than ninety (90) days prior to the actual examination.

23.10 All books, testing materials, and any classes required for the aforementioned promotional exam(s) will be supplied and/or paid for by the Village. If the employee fails to take the first available promotional exam(s) that they are eligible for, the employee will be required to reimburse the Village for the cost of any such books, testing materials and/or class within four (4) weeks of the date on which the Employee fails to take such promotional exam; provided, however, that the Village Manager may in his sole discretion waive the Village's right to request reimbursement from such employee.

ARTICLE 24

PHYSICAL AND SUBSTANCE ABUSE EXAMINATIONS

- 24.1 The Village of Key Biscayne, Florida, strives to provide a safe, healthful and productive work environment for its employees and adopts a zero tolerance for substance and alcohol abuse in the workplace.
- 24.2 The Village, as part of its medical examination process during pre-employment physicals, during a fitness for duty examination of an employee who is experiencing job performance problems and after the occurrence of a preventable accident may require the employee to submit to substance and alcohol abuse testing. All employees also will be sent for annual drug and alcohol tests.
- 24.3 The Village, at the employee's request, will provide an employee with a physical examination as set forth below:
- (a) Employees under thirty (30) years of age – no more than 1 time every three (3) years.
 - (b) Employees between thirty (30) and thirty-nine (39) years of age – no more than 1 time every two (2) years.
 - (c) Employees forty (40) years of age or older – up to once annually.

Any employee wishing to participate in a physical examination provided by the Village must inform the Village by May 1st of that year and schedule his/her physical between October 1st of that year and February 1st of the following year. Employees will not be compensated for time spent participating in such an examination. Upon the employee's request, a Stress Test may

be part of the physical examination.

24.4 The Village reserves the right to randomly perform substance abuse and alcohol abuse testing on any probationary member of the bargaining unit regardless of rank, employees with less than one hundred forty four (144) hours of total accumulated sick time, employees utilizing sick time more than five (5) times in a twelve (12) month period, any employee using sick leave contiguous to the use of other leave entitlements including "R" days more than twice in a twelve (12) month period; and when a Department supervisor reasonably suspects an employee to be under the influence of an illicit narcotic substance or alcohol in the workplace.

24.5 The minimum cutoff detection levels for each drug or metabolite of such drug and alcohol listed below shall be those established by the Agency for Health Care Administration, as amended from time to time. A positive result shall be a concentration in excess of the minimum cutoff levels.

Initial Test Level (ng/ML)(Urine) Confirmation Test Level

<i>Marijuana (Cannabinoids)</i>	<i>50</i>	<i>15</i>
<i>Cocaine</i>	<i>300</i>	<i>150</i>
<i>Opiates (Heroin, Morphine, Codeine)</i>	<i>2000</i>	<i>2000</i>
<i>Phencyclidine (PCP)</i>	<i>25</i>	<i>25</i>
<i>Amphetamines</i>	<i>1000</i>	<i>500</i>
<i>Methaqualone</i>	<i>300</i>	<i>150</i>
<i>Methadone</i>	<i>300</i>	<i>150</i>
<i>Propoxyphene</i>	<i>300</i>	<i>150</i>
<i>Barbiturates</i>	<i>300</i>	<i>150</i>
<i>Benzodiazepines</i>	<i>300</i>	<i>150</i>
<i>Morphine</i>	<i>2000</i>	<i>15 (6-Acetylmorphine)</i>
<i>Alcohol (Ethanol)</i>	<i>0.04g/Dl (blood)</i>	<i>0.04d/Dl</i>

- 24.6 Analysis of specimens will be performed only by laboratories licensed or certified by the State of Florida, Agency for Health Care Administration (AHCA) or the Federal Substance Abuse and Mental Health Services Administration (SAMHSA), utilizing qualified sites and employing collectors trained to follow authorized collection protocols and properly maintain legal specimen chain-of-custody.
- 24.7 A Certified Medical Review Officer (MRO) shall review all negative and confirmed positive laboratory reports. Confirmed positive results shall only be reported to the Village after the MRO has ascertained that personal prescriptions or other legal substances do not account for the laboratory findings. Investigations may include, as appropriate, telephone contact with the employee and any prescribing physicians. Employees may consult the Village appointed Medical Review Officer concerning drugs and/or drug groups that may be tested for under this policy.
- 24.8 All positive initial tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method. A confirmed positive testing employee will be given a Notice of Positive Drug Test Result letter containing both, the laboratory and Medical Review Officer's telephone numbers as well as pertinent information concerning the drug test result challenge/ appeal process. Within five (5) working days of receiving written notice of a confirmed positive test result which has been verified, employees may submit to the Village and/or Medical Review Officer explaining or contesting the test results. If the Village disagrees with the employee's position, within fifteen (15) days of receipt of a formal challenge of test results, the Village will respond. If the employee wishes to maintain the challenge, within

thirty (30) days of receipt of the Village's written response, the employee may appeal to a Court of competent jurisdiction and/or a Judge of Compensation Claims (if a workplace injury has occurred). Upon initiating a challenge, it shall also be the employee's responsibility to notify the testing laboratory which must retain the specimen until the case is settled.

- 24.9 All information, including interviews, reports, statements, memoranda, and drug test results, written or otherwise, received by the Village, drug testing laboratories, Medical Review Officer, Employee Assistance Program drug and alcohol rehabilitation providers, and their agents who receive or have access to information concerning drug test results originating from testing performed in conjunction with this Policy, is to be treated as confidential. Such information may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings unless release, including consultation with legal counsel, is required to defend related civil or administrative matters such as determining, compensability under Chapter 440, Florida Statutes, or unless such release is compelled by a hearing officer or court of competent jurisdiction pursuant to an appeal taken under this section, or unless deemed appropriate by a professional or occupational licensing board in a related discharge proceeding. Release of such information under any circumstances other than as set forth herein above, shall be pursuant to a written consent form signed voluntarily by the person tested. Information on drug test results shall not be released or used in any criminal proceeding against the employee or job applicant and if released contrary to this section, the information shall be inadmissible as evidence in any such criminal proceeding.

- 24.10 Nothing in this Zero Tolerance Substance and Alcohol Abuse Policy is intended to prohibit the prescribed use of legally obtained medications which may contain controlled substances within the Drugs or Drug Groups tested for in this policy. Because of potentially impairing side-effects which could endanger the employee, coworkers, or the public, upon being prescribed such medications all employees have a duty to contact the Medical Review Officer before they report to work. The Medical Review Officer will determine which duties (if any) the employee may perform while taking the impairing or potentially impairing medication(s) and will so notify the Fire Chief or his designee. If the contents or impairing effects of prescribed or over-the-counter medications are not known, a current listing of tested for drugs/drug groups detailed by brand or common names will be given to each employee and also posted by the Village.
- 24.11 Employees may contact the Village's Medical Review Officer to ask questions concerning prescribed medications they are taking for clarification purposes involving fitness for duty assessments.
- 24.12 To discourage the use and/or distribution of illegal drugs or alcoholic beverages in the workplace, upon reasonable suspicion, searches for alcohol drugs or paraphernalia may be conducted on the Village's property or worksites of areas accessible to employees, including, but not limited to Village owned vehicles, equipment tool boxes, lockers, desks, etc. Discovered illegal items will be referred to law enforcement for disposition.
- 24.13 Disciplinary consequences for violating this Zero Tolerance Substance And Alcohol Abuse Policy is the immediate discharge of the employee for just cause, and the potential denial of Unemployment Compensation as specified at Sections 440.101 and 440.102 of the Florida Statutes. An employee injured and subsequently confirmed positive for drug

or alcohol abuse based upon post-accident testing may likewise be terminated from employment and may lose Workers' Compensation benefits.

24.14 Any decision made or action taken which adversely affects the employee under this Article is subject to the grievance and arbitration procedure of this contract

ARTICLE 25

MISCELLANEOUS PROVISIONS

- 25.1 **Firefighters' Bill of Rights.** Both parties agree to follow Sections 112.80-112.84 of the Florida Statutes, entitled "Firefighters' Bill of Rights."
- 25.2 **No Smoking Policy.** In accordance with Section 633.34(6) of the Florida Statutes, a Village Firefighter must be a non-user of tobacco or tobacco products as a condition of his/her employment with the Village Fire Department, both during on and off-duty hours.
- 25.3 **Off-Duty Employment.** No employee may participate in any off-duty employment which poses a conflict of interest between his/her private interests and his/her public duties as determined by the Village. Off-duty employment which would allow an employee to gain a special privilege, benefit, or exemption for himself, herself or others, employment which violates any federal or state law or which would impede the full and faithful discharge of his/her public duties is prohibited. Each employee will act with integrity and prudence to protect the good will and reputation of the Village Fire Department
- 25.4 **Loss of Equipment.** A bargaining unit member shall reimburse the Village for the repair or replacement cost of lost, stolen, or damaged Village equipment when the Village demonstrates beyond a reasonable doubt that the employee's careless and/or negligent act(s) or behavior caused the loss, theft or damage.
- 25.5 **Bulletin Boards.** The Village shall furnish a space for bulletin boards for the purpose of pre-approved Union notices. Notices shall be approved by the Fire Chief or his

designated representative.

- 25.6 **Village Meetings.** An electronic copy of the agenda of the Regular and Special Village Council Meetings will be sent via electronic mail to the President of Local 3638, International Association of Firefighters one (1) day prior to the Village meeting. Any additional materials, changes to the agenda, etc., shall be made available at the meeting to the Union President or his/her Designee.
- 25.7 **Training.** Outside training exercises shall not be conducted when the ambient temperature at the training site is above ninety-five degrees (95°) Fahrenheit or the heat index at or above one hundred degrees (100°) Fahrenheit or during recognizably hazardous weather conditions. If on-duty personnel are involved in night-time training, down time after 1300 hours will be arranged by the on-duty shift officers.
- 25.8 **Personal Liability Protection.** The Village of Key Biscayne agrees to purchase and maintain continuous coverage of insurance up to the limit of its personal liability protection for each employee covered by this Agreement for personal liability arising out of any act or omission of act in the course of employment unless the employee acted in bad faith, with malice or with wanton and willful disregard of human rights, safety and property.
- 25.9 **Line of Duty Death.** Any full-time bargaining unit member who is killed while in the performance of his or her official duties or who subsequently dies from injuries within twelve (12) months of the incident from his or her injuries shall be given an immediate

promotion to the rank of Deputy Chief. Leave balances will be paid off at the hourly rate of the rank of Deputy Chief.

25.10 **Voting**. Members shall be allowed up to two (2) hours of time off with pay to vote in local, state and national elections, if an election falls during an employee's regular shift assignment. An employee who wants to be compensated for time pursuant to this provision must notify his/her supervisor of his or her intent to vote prior to the intended voting date. Employees understand they have the option to vote by absentee ballot and may do so at their discretion to avoid any conflict with their assigned tour of duty.

25.11 **Personnel File**. An employee shall be given a copy of each entry made into the employee's personnel file. All complaints, reprimands, or other records of disciplinary action against each employee shall be signed by the employee as evidence of the entry. The employee shall be given the opportunity to respond to the entry and such response shall be made part of the file to be signed.

25.12 **Distribution of Pay Checks**. When available, paychecks will be delivered to the Fire Chief's office no later than Thursday afternoon prior to the payday Friday in order that the checks may be sorted and distributed. Any mistakes in amounts due to the employee shall be corrected and paid that day or the next business day if such monies exceed one hundred dollars (\$100.00). Should the mistake not exceed one hundred dollars (\$100.00), it will be remedied on the following payday. The Village agrees to offer direct deposit of employee's paychecks at no cost to the employee. The program will be instituted, as soon as arrangements can be made with the financial institution and employee data is

collected and entered. The Village will make any necessary employee payments and/or benefits directed by the employee within ten (10) days of payday.

- 25.13 **Promotional Probation.** Newly promoted bargaining unit members shall serve a probationary period of twelve (12) months from the date of the promotion. At the discretion of the Fire Chief, said probationary period may be reduced to a nine (9) month period.
- 25.14 **Copies of Contract.** The Village shall print and furnish a copy of this labor contract to each affected employee within fifteen (15) days after the execution thereof at no cost to the employee. The Local Union President or his/her designee shall receive an additional fifteen (15) copies of the contract at no cost.
- 25.15 **Commuting Reimbursement.** The Village will provide a causeway toll transponder to all members of the bargaining unit at no cost to the employee.
- 25.16 **Extra Duties.** Employees covered by this Agreement will not be required to perform any cleaning or building maintenance services in the administrative offices of the fire station.
- 25.17 **Book of Understanding.** The parties agree they will jointly gather as many prior memoranda of understanding (“MOU”), grievance settlements and other agreements in order to establish a book of understanding (“BOU”). The purpose of the BOU shall be to have a reference manual on MOUs, settlements and other agreements between the Village and the Union. Upon ratification of this Agreement, the parties shall begin the

process of gathering documents for the BOU.

25.18 **Employee Lockers.** The Village agrees to maintain employee lockers for bargaining unit employees as appropriate. An agent of the Village shall not inspect an employee's locker without another employee present as a witness. However, if the Fire Chief or his designee determines that circumstances warrant immediate inspection or opening of an employee's locker and there are no other employees available to act as witnesses, the Fire Chief or his designee may, in his sole discretion, authorize that the locker be opened and/or inspected as needed. The Village shall be financially responsible for reimbursing an employee for loss or destruction of property by an agent or employee of the Village during said inspection, excluding the locking device if the employee was first given an opportunity to open his or her locker.

ARTICLE 26

PROFESSIONAL ENHANCEMENT

26.1 All employees covered by this Agreement, who are ordered to attend off-duty courses by the Fire Department, shall be paid at the prevailing overtime rate. Notwithstanding the foregoing and effective on October 1, 2014, this provision shall not apply to the off-duty courses taken by bargaining unit members in order to successfully receive certification as a paramedic by the State of Florida. Such courses shall be governed by Section 26.3 of this Article.

26.2 Tuition Reimbursement:

26.2.1 Bargaining unit employees are eligible for reimbursement of the cost of tuition and books based on the Florida State average undergraduate in-state tuition rate for the courses taken depending on the grade achieved by the employee as outlined below.

Grade A: 100% reimbursement

Grade B: 75% reimbursement

Grade C: 50% reimbursement

Less than C: 0% reimbursement

Withdrawal: 0% reimbursement.

26.2.2 The amounts of reimbursement will be applied to the difference between the cost of tuition and any financial aid the employee receives from other sources including, but not limited to, grants, scholarships, veterans' benefits or vouchers. The maximum amount that an employee shall be reimbursed is \$4,000.00 per fiscal year.

26.2.3 Requests for tuition reimbursement shall be made for each course and the decision to reimburse the employee shall be made separately as to each course for which the employee is seeking reimbursement. Every request for tuition reimbursement shall be submitted along with all supporting documentation prior to enrollment and shall be subject to the prior approval of the Fire Chief and Village Manager. Only courses that are directly related to an employee's job will be approved for reimbursement. The Fire Chief and Village Manager, in their sole discretion, will determine whether the course for which an employee is seeking reimbursement is directly related to the employee's job. Their decision shall be final in all respects and shall not be subject to the grievance procedure in Article 10 of this Agreement.

26.2.4 In the event an employee voluntarily leaves Village employment or is terminated from Village employment within one (1) year of his/her completion of any course of instruction for which the Village has made any payment hereunder, that employee shall reimburse the Village one hundred percent (100%) of such reimbursement. In the event that an employee voluntarily leaves Village employment or is terminated more than one (1) year but less than two (2) year after the completion of any course of instruction for which the Village has made any payment hereunder, that employee shall reimburse the Village for fifty percent (50%) of the Village reimbursement for such courses.

26.3 Continuing Education Units:

26.3.1 The State of Florida has established specific continuing educational units that must be achieved by the employee every two years in order to successfully receive recertification as a paramedic ("CEUs"). Failure to obtain paramedic

recertification prior to the expiration date of the two year cycle will result in the employee being placed on administrative leave without pay for a period of up to thirty (30) calendar days. The employee must obtain recertification within the thirty (30) calendar days that he/she is placed on administrative leave without pay. This time period may be extended by the Fire Chief upon his sole discretion.

26.3.2 The Fire Department will offer eight (8) hours of CEUs every two (2) years (of the required 32 hours of CEUs), which shall be taken by the employees while on-duty. The employees shall be responsible for completing the remaining 24 hours of CEUs every two years while off-duty.

26.3.3 The Fire Department's EMS Captain with the approval of the Medical Director shall post a list of approved CEUs in December of the new renewal cycle. The Department will also select at least four (4) approved training sites for personnel to use to take the approved CEUs (2 sites in Miami-Dade County and 2 sites in Broward County). Personnel who take approved CEUs at another location, as a result of being required to take the CEU for another job, will submit their documentation to the Medical Director for approval. If the CEU course is not approved by the Medical Director, the employee will be required to take the CEU at one of the approved locations. The Fire Department shall be billed directly by the approved sites for the costs of CEUs that the employees take. The EMS Captain shall also post a quarterly list listing the CEUs courses that have been taken by each employee so that the employees are able to track their expiration/renewal status.

26.3.4 Any increase to the thirty two (32) hours of CEUs required by the State of Florida that results in an increase to the twenty-four (24) hours of off duty CEUs that the

employees must take, shall result in a proportional increase to the annual stipend stated below.

26.3.5 Employees shall be paid a \$600.00 annual stipend for taking the CEUs. The stipend, which shall be prorated for any partial years, shall be paid to each employee during the first pay period in October of each year.

ARTICLE 27

ENTIRE AGREEMENT

- 27.1 All rights, privileges, and working conditions enjoyed by the employees at the present time and which are not included in this agreement shall remain in full force, unchanged and unaffected in any manner for the term of this agreement unless changed by mutual agreement of the parties.
- 27.2 This Agreement contains the entire contract, understanding, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise provided herein.

ARTICLE 28

SAFETY EQUIPMENT

- 28.1 The Village will ensure all firefighting protective equipment (bunker gear), apparatus, tools, protective clothing and station wear which will not cause or contribute to injury from an unexpected thermal exposure, meets and/or exceeds NFPA safety standards, federal standards, or other recognized safety standards such as A.N.S.I., U.L., U.S.B. of Mines, etc., at the time the bid is let for purchase unless otherwise approved by mutual agreement of the parties. Furthermore, any improvements in firefighting turnout gear to include protective footwear will be provided to firefighting personnel as they become available. Definition of improvements in turnout gear may include any turnout gear or footwear that is lighter in weight from currently assigned equipment or any equipment that has been proven to reduce fatigue or stress to personnel.
- 28.2 Rescue and Fire Apparatus will comply with all applicable Federal and State standards.

ARTICLE 29

LAY OFF

- 29.1 In the event of a layoff for any reason, employees shall be laid off according to reverse order of Departmental seniority.
- 29.2 In the event the Village determines that the number of employees must be reduced for any reason, such reduction in employees shall be based on objective, reasonable and non-discriminatory standards which shall not be arbitrary or capricious; shall not deprive employees of other rights conferred by this Agreement or the Laws of Florida or the United States; and will be capable of uniform application.
- 29.3 Severance pay for layoffs shall be one (1) week's pay per year of service.
- 29.4 Employees shall receive thirty (30) days' notice prior to a layoff.

ARTICLE 30

OVERTIME

- 30.1 Shift employees shall be paid overtime at the rate of time and one-half the employee's regular rate of pay for all authorized hours worked in excess of 144 hours in a 21-day work period and all authorized hours worked in excess of his/her normal work shift, provided that all hours on approved paid leave shall count toward hours worked.
- 30.2 Non-shift employees shall be paid overtime at the rate of time and one-half the employee's regular rate of pay for all authorized hours worked in excess of 40 hours in a seven-day work period and all authorized hours worked in excess of his/her regular work day, provided that all hours on approved paid leave shall count toward hours worked
- 30.3 Employees shall be compensated for overtime as it occurs or, at their option, they may accumulate compensatory time in accordance with Article 15.3.

ARTICLE 31

WORKING OUT OF CLASSIFICATION

- 31.1 The Village agrees that any person covered by this Agreement who is required to accept the full responsibilities and carry out the duties of a rank above that which he/she normally holds shall be paid at the hourly rate of five (5%) percent above his current rate in his regular classification while so acting, provided he works in that capacity for a minimum of four (4) hours per shift. If the employee works greater than 192 hours in this capacity in a fiscal year (October 1 through September 30), those hours worked in excess of 192 shall be paid at the hourly rate of ten percent (10%) above his current rate in his regular classification while so acting; provided he worked in that capacity for a minimum of four (4) hours per shift.

ARTICLE 32

UNIFORMS AND MAINTENANCE ALLOWANCE

32.1 The Village agrees to furnish at no cost to the employee the following uniform items in sufficient quantities as determined by the Fire Chief:

- *Shirts*
- *Trousers*
- *Hats*
- *Belts*
- *Jumpsuit*
- *Tee shirts*
- *Combination jacket (rain/cold); and*
- *Personal protective equipment*

32.2 The level of inventory and method of surveying uniform items unfit for wear will be determined by the Fire Chief or his designee.

32.3 Uniform items may be replaced as needed at the discretion of the Fire Chief or his designee.

32.4 The annual uniform maintenance allowance will be six hundred and thirty-five dollars (\$635.00). The allowance shall be paid during the first pay period in December. The cost of any uniform changes dictated by the Village shall be borne by the Village.

32.5 The Village will supply one (1) set of linen sheets, one (1) blanket, one (1) pillow and one (1) pillow case, which shall be replaced as needed.

ARTICLE 33

RETIREE HEALTH SAVINGS PLAN

- 33.1 Effective upon the ratification date of this Agreement, the Village shall cease its participation in the post-employment retiree health savings plan. As such, the Village shall no longer place an employee's sick leave accumulations in excess of 480 hours into an employee's deferred compensation retiree health bank.

ARTICLE 34

PENSION

34.1 The Firefighter's portion of the Police Officers and Firefighters Retirement Plan (the "Plan"), as codified in Chapter 23 "Retirement" of the Village Code, shall remain in effect except as set forth below with the following changes becoming effective on the ratification date of this Agreement:

34.1.1 The Village's annual contribution into the Plan shall be capped at 14% of the Plan's covered payroll for all firefighters participating in the Plan using the definition of Salary as defined in this Article (the "Payroll"). Any amount over 14% of Payroll shall be the responsibility of the employees.

34.1.2 The maximum unfunded liability for the Fire portion of the Plan shall not exceed \$3,024,000.00. If the unfunded liability of the Fire portion of the Plan increases over that amount the Plan's multiplier shall be automatically reduced for prospective service to the extent necessary to keep the Fire portion of the Plan's unfunded liability under \$3,024,000.00 or, alternatively, the employees shall have the option of paying off any unfunded liability in excess of the \$3,024,000.00 in accordance with State law or of making other design changes to the Fire portion of the Plan so that the Fire portion of the unfunded liability does not exceed \$3,024,000.00. In lieu of reducing the multiplier, should the employees wish to increase the employees' contribution to pay off any unfunded liability over the \$3,024,000.00 cap for the Fire portion of the Plan or make other design changes so that the Fire portion of the unfunded liability does not exceed \$3,024,000.00, the Union shall provide the Village with written notification prior to August 1st

preceding the fiscal year in which the Fire portion of the Plan's unfunded liability otherwise would have increased over the \$3,024,000.00 cap.

34.1.3 The monthly retirement benefit shall be equal to 2.75% of Average Final Compensation for each year of Credited Service obtained after the ratification date of this Agreement.

34.1.4 The maximum amount of annual service retirement benefit based on the normal annuity form (life with 10 year certain) payable at retirement shall be the lesser of \$90,000 or 90% of the employee's Final Average Compensation. This cap will be applied to any other form of benefit selected by the employee on a proportionate basis so as to make the application of the cap for other forms actuarially equivalent to the cap for the normal form. For employees who have reached the 90% or \$90,000 cap prior to the ratification date of this Agreement, their cap shall be the amount of annual service retirement as calculated on the ratification date of this Agreement and they must continue to contribute to the Plan in the same manner as the other employees.

34.1.5 For those employees not currently eligible for normal retirement as of the day immediately prior to the ratification of this Agreement, the normal retirement age shall be the first day of the month coincident with or the next following the earlier of: attainment of age 55 and the completion of 10 years of Credited Service; attainment of age 52 and the completion of 25 years of Credited Service; or the date upon which the total of an employee's age, computed in full months, plus the employee's credited service, computed in full months, equals 900 months (i.e., 75 years).

34.1.6 The definition of Salary for purposes of the Plan shall be an employee's base pay plus any educational incentives mandated by the State of Florida.

34.1.7 Any premium tax revenues received by the Plan pursuant to Sections 175.101 and 1.75.351, Florida Statutes, shall be retained by the Plan to pay for the benefits offered by the Plan and shall no longer be placed into a separate trust fund to pay extra benefits to Village firefighters.

34.2 The Union and Village agree to work with the Board of Trustees (the "Board") to revise the Board's investment policy by placing certain investment restrictions on the Board including, but not limited to, requiring the Board to invest in index funds of common stocks.

34.3 Effective upon the ratification date of this Agreement, the Village shall cease contributing 3% of an employee's salary into an employee's defined contribution plan

34.4 The changes set forth below are the revisions to the Firefighter's portion of the Plan that were agreed to as part of the 2007-2010 collective bargaining agreement between the Village and the Union:

34.4.1 **Deferred Retirement Drop Plan (DROP).**

General Provisions

- Eligibility

Any Firefighter, who has reached normal retirement, shall be eligible to participate in the DROP.

- Upon election of participation in the DROP, by using the forms and procedures as prescribed by the Board of Trustees, a firefighters creditable service, accrued benefits, and compensation calculation shall be frozen as calculated in the pension ordinance as the basis for calculating the DROP payment. Upon commencement of participation in the DROP, the employee contribution and the Village contribution to the Retirement System shall cease, as the employee will be earning no further service credit. The employee shall not acquire additional pension credit for the purpose of the pension plan but may continue for up to a maximum of sixty (60) months.

- **Maximum Participation**

The maximum period of participation in the DROP is sixty (60) months. Once the maximum participation has been achieved, the bargaining unit member must terminate employment.

- **Creation of Individual Account**

For each person electing participation in the DROP, an individual account shall be created.

- **Earnings on DROP Account**

The Board of Trustees of the Retirement System shall establish, by administrative rule, a series of investment vehicles, which may be chosen by participants in the DROP. Any losses incurred on account of the option selected by the participant shall not be made up by the Village or the Pension Trust Fund, but any such loss shall be borne by the participant only. Upon

participation in the DROP, the member shall make a selection of earnings program on forms provided by the board. All interest shall be credited to the employees DROP account.

- Distribution of DROP Benefits

(a) Upon conclusion of a period of participation in the DROP not to exceed sixty (60) months, the member shall terminate employment. Upon termination of employment, a member may receive payment from the DROP account in one of the following manners:

1. Lump sum distribution;
2. Periodic Payments;
3. An annuity;
4. Rollover of the balance to another qualified retirement plan.

(b) A member may defer payment until the latest date authorized by Section 401(a)(9) of the Internal Revenue Code.

- Disability or Death during DROP participation

a) Disability – A DROP participant shall not be entitled to receive an ordinary or service disability retirement.

b) Death – In case of the death of a DROP participant, there shall be no accidental death benefit for pension purposes.

c) This article shall not affect any other death or disability benefits provided to a firefighter under Federal Law, State Law, Village Ordinance, or this agreement.

34.4.2 **Forward DROP.** The date of entry into the DROP shall be the beginning of a pay period. Payment shall be made by the retirement system into the employee's DROP account in an amount equal to the regular monthly retirement benefit, which the member would have received had the member separated from service and commenced the receipt of benefits from the system. The amount of monthly benefit shall be determined based on the creditable service, average final compensation, and retirement option selected in accordance with the Village of Key Biscayne Code. Upon conclusion of a period of participation in the DROP not to exceed sixty (60) months, the member shall terminate employment with the Village of Key Biscayne.

34.4.3 **Leave Balance Payoff Options.** Employees electing to retire may select one of the following leave balance payoff options:

- Payment of leave balances upon retirement as currently specified under the labor agreement and/or leave payoff practices.
- The Village shall fund up to a maximum of three (3) whole creditable service years for the employee based upon the value of the employee's available leave balance at time of retirement less required withholding taxes at present value as actuarially determined for each individual employee. Employees may also purchase three (3) whole years of creditable service by payment of cash to the Pension Trust, or a tax qualified transfer of funds from a members 457 Deferred Compensation Plan at present value as actuarially determined for each individual employee. In no case shall a member purchase more than three (3) years of service through any combination of the above provisions. The hourly rate for calculation of the leave balances shall be as specified under the labor

agreement and/or leave payoff practices. The purchase of service years under this option may not be utilized to determine eligibility for retirement.

34.4.4 **Eligibility Rule of 75.** An employee may elect service retirement on the earlier of age fifty five (55), or the basis of his or her combined age and creditable service equaling seventy five (75), provided the employee has reached minimum vesting requirements.

34.4.5 **Retirement Allowance.**

- An employee shall be entitled to receive a retirement allowance equal to three percent (3%) times the years of creditable service of the employee's average final compensation for the first fifteen (15) years of service and 4% for each year of service in excess of fifteen (15) years of service.
- Upon ratification of the labor agreement, employee retirement allowances shall not exceed one hundred percent (100%) of the employee's final average compensation.

34.4.6 **Share Plan.**

Funding of Share Plan Individual Accounts

- Creation of Individual Account. For each firefighter, an individual account shall be created for deposit of 175 excess funds. Funds shall be created and managed to qualify as tax deferred retirement account.
- Excess 175 funds on deposit in the Pension Trust Fund shall be distributed into the individual firefighters share plan accounts on a per capita basis.

- Annually an actuarial determination of excess 175 funds shall be made and those funds shall be deposited into the individual firefighters share plan accounts on a per capita basis.

Earnings on Share Plan Account

The Board of Trustees of the Retirement System shall establish, by administrative rule, a series of investment vehicles, which may be chosen by participants in the Share Plan. Any losses incurred on account of the option selected by the participant shall not be made up by the Village or the Pension Trust Fund, but any such loss shall be borne by the participant only. Upon creation of the Share Plan, the member shall make a selection of earnings program on forms provided by the board. The Board of Trustees shall establish procedures for the members to periodically review and adjust their selection of earning programs. All interest shall be credited to the employee's Share Plan account.

Distribution of Share Plan Benefits

- Upon termination of employment, a vested member may receive payment from the Share Plan account in one of the following manners:
 - (a) Lump sum distribution;
 - (b) Periodic Payments;
 - (c) An annuity;
 - (d) Rollover of the balance to another qualified retirement plan.

- A member may defer payment until the latest date authorized by Section 401(a)(9) of the Internal Revenue Code.
- If an employee terminates prior to vesting, the employee's share plan assets shall be returned to the excess 175 fund balance for dispersal.

ARTICLE 35

SALARIES

35.1 Wages

A. COLA

1. FY 2014 – all bargaining unit employees employed on the date that this Agreement is ratified shall receive a 0.9% wage increase effective on the ratification date of this Agreement. Attached as Exhibit A are the 10-step pay plans incorporating the aforementioned wage increase for all members employed by the Village prior to the ratification of this Agreement.
2. FY 2015 – Bargaining unit employees employed on October 1, 2014, shall receive a salary increase in an amount equal to the change in the CPI which amount will be rounded to the closest tenth of a percentage. The CPI that will be used is the twelve (12) month change from April 2013 to April 2014 based on the CPI for All Urban Consumers for the Miami-Fort Lauderdale Area (all items index) published by the U.S. Department of Labor Bureau of Labor Statistics. However, if the CPI is more than three percent (3%), the salary increase will be three percent (3%) and if the CPI is negative, employees will not receive a salary increase.
3. FY 2016 - Bargaining unit employees employed on October 1, 2015, shall receive a salary increase in an amount equal to the change in the CPI which amount will be rounded to the closest tenth of a percentage. The CPI that will be used is the twelve (12) month change from April 2014 to April 2015 based on the CPI for All Urban Consumers for the Miami-Fort Lauderdale Area (all items index) published by the U.S. Department of Labor Bureau of Labor Statistics. However, if the CPI is more than three percent (3%), the salary increase will be three percent (3%) and

if the CPI is negative, employees will not receive a salary increase.

B. Step Pay Plans: All employees hired after the date that this Agreement is ratified shall be placed into new 5-step pay plans with 5% between each step. The dollar amounts for each step in the new 5-step pay plans will correspond to the first 5 steps of the current 10-step pay plans. Attached as Exhibit B are the new 5-step pay plans for employees hired after the ratification of this Agreement, and which incorporate the COLA for FY 2014 referenced in Section 35.1(A)(1) above.

C. Longevity:

1. Effective on the date this Agreement is fully ratified, employees shall no longer receive automatic longevity pay increases of 5% on the completion of their 15th and 20th years of Village service.
2. Effective on the date this Agreement is fully ratified, employees upon the completion of fifteen (15) years of service and upon the completion of twenty (20) years of Village service are eligible to receive a lump sum longevity bonus based on their annual performance evaluations as follows:

<u>Score</u>	<u>Bonus</u>
0.0 – 2.99	0%
3.0 – 3.49	1%
3.5 – 3.99	2%
4.0 – 4.49	3%
4.5 – 5.0	4%

Such lump sum bonus shall not increase an employee's annual salary. An employee eligible to receive this lump sum bonus shall receive such bonus within two (2) weeks after the completion of his/her annual performance evaluation, which shall be completed within three (3) weeks of the employee's anniversary dates.

ARTICLE 36

DRIVER ENGINEER

36.1 Effective upon the ratification date of this Agreement, the Village shall assign twelve (12) employees to the position of Driver Engineer (D.E.) that will be solely responsible for the safe operation of firefighting apparatus (Quint and Engine). The position of D.E. shall not apply to Rescue vehicles. The employees assigned to the position of D.E. shall receive a 5% increase to their base salary during their assignment.

36.2 For purposes of filling the 12 assignments to D.E., an eligibility list will be established. Employees who desire to be on the eligibility list must have the following minimum qualifications:

- 2 (two) years of service in the Department;
- A Certificate of Competency issued by the Division of State Fire Marshal Bureau of Fire Standards and Training for the course entitled Pump Operator. The successful completion of the City of Miami's Driver Engineer Class may be substituted in lieu of the requirement; and
- Pass a written and a practical examination that shall be administered and paid for by the Fire Administration.

36.3 The Fire Chief, in his sole discretion, may choose anyone from the eligibility list to fill a D.E. assignment. Any employee assigned to D.E. may be removed from said assignment in the sole discretion of the Fire Chief or his/her designee.

36.4 Within 60 days of the ratification date of this Agreement, the parties agree to convene a

committee to address any issues concerning the assignment of D.E., including assignment and removal criteria and procedures.

ARTICLE 37

EXECUTIVE ASSISTANT TO THE FIRE CHIEF

- 37.1 Effective upon the ratification date of this Agreement, the position of Executive Assistant to the Fire Chief (EAFC) shall be eliminated.


ARTICLE 38

DURATION OF AGREEMENT

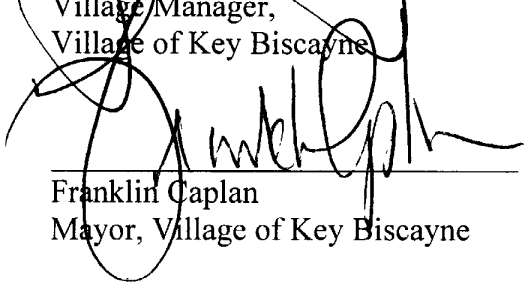
Except as specifically provided otherwise in this Agreement, this Agreement shall take effect upon ratification by both parties and shall continue in full force and effect through September 30, 2016.

Executed on this 15TH day of April 2014.

For the Village of Key Biscayne




John C. Gilbert
Village Manager,
Village of Key Biscayne

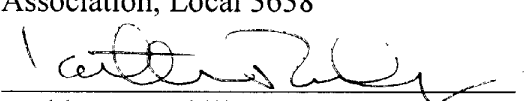


Franklin Caplan
Mayor, Village of Key Biscayne

**For the Professional Firefighter's
Association, Local 3638**



Robert Campos
President,
Key Biscayne Professional Firefighter's
Association, Local 3638



Kathleen M. Phillips
Counsel, Key Biscayne Professional
Firefighter's Association, Local 3638

EXHIBIT A

SALARY SCHEDULES

(For Employees Employed on the Ratification Date of this Agreement)

FIREFIGHTER/PARAMEDICS

Step	1	\$56,030.01
Step	2	\$58,831.51
Step	3	\$61,773.09
Step	4	\$64,861.74
Step	5	\$68,104.83
Step	6	\$71,510.07
Step	7	\$75,085.58
Step	8	\$78,839.85
Step	9	\$82,781.85
Step	10	\$86,920.94

FIRE LIEUTENANTS

Step	1	\$68,801.20
Step	2	\$72,241.26
Step	3	\$75,853.32
Step	4	\$79,645.99
Step	5	\$83,628.29
Step	6	\$87,809.70
Step	7	\$92,200.18
Step	8	\$96,810.19
Step	9	\$101,650.70
Step	10	\$106,733.24

FIRE CAPTAINS

Step	1	\$79,121.43
Step	2	\$83,077.50
Step	3	\$87,231.38
Step	4	\$91,592.95
Step	5	\$96,172.59
Step	6	\$100,981.22
Step	7	\$106,030.29
Step	8	\$111,331.80
Step	9	\$116,898.39
Step	10	\$122,743.31

EXHIBIT B

SALARY SCHEDULES

(For Employees Hired After the Ratification Date of this Agreement)

FIREFIGHTER/PARAMEDICS

Step	1	\$56,030.01
Step	2	\$58,831.51
Step	3	\$61,773.09
Step	4	\$64,861.74
Step	5	\$68,104.83

FIRE LIEUTENANTS

Step	1	\$68,801.20
Step	2	\$72,241.26
Step	3	\$75,853.32
Step	4	\$79,645.99
Step	5	\$83,628.29

FIRE CAPTAINS

Step	1	\$79,121.43
Step	2	\$83,077.50
Step	3	\$87,231.38
Step	4	\$91,592.95
Step	5	\$96,172.59